

City Clerk File No. Ord. 16.153
Agenda No. 3.A 1st Reading
Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.153

TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 10901, LOT 106, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 461-469 NEWARK AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., the Five (5) Year Exemption and Abatement Law; and

WHEREAS, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

WHEREAS, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for the construction of a new six (6) story building to contain approximately twenty-five (25) market rate residential units with a ground floor parking garage with approximately 5,311 square feet for twenty-five (25) parking spaces on the Property, is permitted for a period of five (5) years; and

WHEREAS, 461-463 Newark Avenue, LLC [Entity], is the owner of Property designated as Block 10901, Lot 106, on the City's Tax Map and more commonly known by the street address of 461-469 Newark Avenue, Jersey City, NJ; and

WHEREAS, the Entity now plans to construct a new six (6) story building to contain approximately twenty-five (25) market rate residential units with a ground floor parking garage with approximately 5,311 square feet for twenty-five (25) parking spaces on the Property; and

WHEREAS, construction should be substantially complete on or about March 2018; and

WHEREAS, on August 30, 2016, the Entity filed an application for a five (5) year tax exemption to construct a new market rate residential rental Project, a copy of which application is attached hereto; and

WHEREAS, 461-463 Newark Avenue, LLC, proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and are currently taxed at the sum of \$18,621) a tax payment for the new improvements on the property, as follows:

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 10901, LOT 106, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 461-469 NEWARK AVENUE

- (a) 2017: the tax year in which the structure will be completed, \$0 taxes due on improvements;
- (b) 2018: the second tax year, 20% of taxes otherwise due on improvements, estimated to be \$21,309;
- (c) 2019: the third tax year, 40% of taxes otherwise due on improvements, estimated to be \$42,617;
- (d) 2020: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be \$63,926; and
- (e) 2021: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be \$85,235;

WHEREAS, the Tax Assessor has determined that the new construction will generate an additional tax payment of \$18,621 for land and \$106,544 for improvements, for a total of \$125,165 a year; and

WHEREAS, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

WHEREAS, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the commercial Project is eligible for tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

WHEREAS, upon the expiration of the tax exemption, the total assessment, including both land and improvements, will generate a total tax payment of \$125,165; and

WHEREAS, 461-463 Newark Avenue, LLC, has agreed to pay the sum of \$45,467 to the City's Affordable Housing Trust Fund, which shall be paid in intervals set forth in Section 304-28 of the Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of a new six (6) story building to contain approximately twenty-five (25) market rate residential units with a ground floor parking garage with approximately 5,311 square feet for twenty-five (25) parking spaces on the Property, located in Block 10901, Lot 106, and more commonly known by the street address of 461-469 Newark Avenue, Jersey City, N.J., is hereby approved.
2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:
 - (a) tax payment on the new improvements shall be:
 - (i) Year 1: the tax year in which the structure will be completed, \$0 taxes;

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ. AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 10901, LOT 106, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 461-469 NEWARK AVENUE

- (ii) Year 2: the second tax year, 20% of taxes otherwise due on improvements, estimated to be \$21,309;
- (iii) Year 3: the third tax year, 40% of taxes otherwise due on improvements, estimated to be \$42,617;
- (iv) Year 4: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be \$63,926; and
- (v) Year 5: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be \$85,235.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

(b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).

(c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.

(d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.

(e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, an receiving the full benefits of, any other tax preferences provided by law.

(f) Affordable Housing Trust Fund: \$1,500 x twenty-five (25) residential units plus \$1.50 x 5,311 square feet of ground level parking garage space, for a total of \$45,467.

- 3. An obligation to execute a Project Employment and Contracting Agreement and Project Labor Agreement to insure employment and other economic benefits to City residents and businesses.
- 4. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project achieves Substantial Completion within thirty-six (36) months of the date of adoption of the within Ordinance.

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 10901, LOT 106, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 461-469 NEWARK AVENUE

5. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.
6. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner provided by law.
- D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

LC/he
9/20/16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

DATE: September 16, 2016

TO: Lee Chang (For distribution to City Council and City Clerk)

FROM: Al Cameron, Fiscal Officer - Tax Collector's Office

SUBJECT: FIVE YEAR TAX ABATEMENT: MARKET RATE RESIDENTIAL RENTAL PROJECT
461- 463 NEWARK AVENUE, LLC - Block 10901 Lot 106

CC: M. Cosgrove, J. Monahan, E. Borja, E. Toloza, M. Vigil, R. Kakoleski, R. Lavarro,
P. Leandre, K. Kane

INTRODUCTION:

The applicant, 461- 463 Newark Avenue, LLC, is applying for a five (5) Year tax abatement for a six (6) story, twenty-five (25) unit market rate residential rental project pursuant to N.J.S.A. 40 A: 21-1 et seq. A fee of \$5,000 was paid with the application.

LOCATION OF THE PROPERTY:

The property is located at 461-463 Newark Avenue at the corner of Newark and Waldo Avenues. It is Block 10901, Lots 106 on the Jersey City Tax Map. The property is currently vacant. It is split zoned, located in both R-1 and Neighborhood Commercial Zones.

PROPERTY TO BE CONSTRUCTED:

The site is on a slope, with a seventeen (17) foot difference in height from Waldo Avenue to Newark Avenue. The project will be five (5) stories on the Waldo Avenue side and six (6) stories on the Newark Avenue side. It will have twenty-five market rate (25) residential units over a ground floor parking garage with twenty-five (25) parking spaces.

The twenty-five (25) residential units are as follows:

<u>Unit Type</u>	<u>Number of Units</u>
One Bedroom	6
Two Bedroom	<u>19</u>
Total	<u>25</u>

TOTAL CONSTRUCTION COST:

The cost of construction is certified by the applicant's architect, Anthony Vandermark, at \$6,345,000.

The cost of direct labor is projected at \$2,480,000 and materials at \$3,720,000. These

projections do not include architectural (\$85,000) and engineering (\$60,000).

CONSTRUCTION SCHEDULE:

Applicant is prepared to start construction start once all approvals are in place. Completion is projected within sixteen (16) months of commencement.

ESTIMATED JOBS CREATED:

The applicant estimates thirty-five (35) full-time equivalent jobs during construction. One (1) full-time post construction real estate management position is anticipated. Based upon the projected cost of construction a Project labor agreement is not required. However; the applicant will execute a Project Employment and Contracting Agreement.

AFFORDABLE HOUSING TRUST FUND CONTRIBUTION:

461-463 Newark Avenue, LLC

		Rate	Amount
Residential Units	25	\$1,500.00	\$37,500.00
Square footage Parking Garage	5,311	\$1.50	\$7,966.50

Total AHTF Payment	<u>\$45,466.50</u>
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CURRENT REAL ESTATE TAXES:

The new assessment provided by the Tax Assessor for the land is \$241,800 and the proposed building is \$1,383,500. Based upon that assessment at the current rate of \$77.01 the tax for the land is \$18,621. The full tax on the improvements at current the rate is \$106,543.

PROPOSED ABATEMENT:

The applicant has requested a term of five (5) years for the abatement on the improvements. The Applicant will pay the full tax for the land tax in each and every year of the abatement and has proposed a phase-in of the assessment on improvements.

In year one (1) the applicant proposes no taxes on improvements.

In year two (2) the applicant would pay taxes on twenty percent (20%) of the improvements.

The applicant would pay forty percent (40%) in year three (3), sixty percent (60%) in year four (4), Eighty percent (80%) in year five (5) and full taxes in year six (6).

PROPOSED REVENUE TO THE CITY:

Block 10901 Lot 106

Tax Projections on Improvements Only

461-463 Newark Avenue						Five Year
Year	1	2	3	4	5	Totals
Current Tax Rate	77.01	78.55	80.12	81.72	83.36	
Full Tax on Improvements	106,543.34	108,674.20	110,847.69	113,064.64	115,325.93	554,455.79
Phase in %	0%	20%	40%	60%	80%	
Phase in Tax on improvements	0.00	21,734.84	44,339.07	67,838.78	92,260.75	226,173.44
Exempted Tax	106,543.34	86,939.36	66,508.61	45,225.86	23,065.19	328,282.35

Assumes 2% Annual Tax Rate Increase

Per Tax Assessor

Assessments

Land \$241,800

Improvements \$1,383,500

Total \$1,625,300

The total phased-in tax on improvements projected to be paid for the five-year term of the abatement is \$226,173.

The total tax exempted on the improvements for the term is \$328,282. The Tax Assessor set the assessment based upon information provided by the Applicant.

The schedule below adds a two percent (2%) annual increase in the tax rate. The Assessor's Schedule does not include a projected increase in the Tax Rate.

461-463 NEWARK AVE., LLC
 BLOCK 10901 Lot 109
 461 Newark Avenue

10901-106

Block	Lot		Existing Assessments	New Assessments	Assessment (Phased-In)
4701	36.01	Land	104,100	241,800	-
		Bldg	-	1,383,500	1,383,500
		Total	104,100	1,625,300	1,383,500

**Est. In-Lieu of Full Property Tax On Such Property An
 Amount Equal To A Percentage Of Taxes Otherwise Due;
 According To The Following Schedule:**

Stage

1	In the first full tax year after completion, no payment in lieu of taxes otherwise due;	0
2	In the second tax year, an amount equal to 20% of conventional taxes otherwise due, estimated to be the sum of;	\$ 21,308.67
3	In the third tax year, an amount equal to 40% of conventioal taxes otherwise due, estimated to be the sum of ;	\$ 42,617.33
4	In the fourth tax year, an amount equal to 60% of conventioanal taxes otherwise due, estimated to be the sum of;	\$ 63,926.00
5	In the fifth tax year, an amount equal to 80% of conventional taxes otherwise due, estimated to be the sum of;	\$ 85,234.67
AT THE EXPIRATION OF THE EXEMPTION, THE PROJECT'S NEW IMPROVEMENT TAXES		\$ 106,543.34

8/24/2016

FISCAL IMPACT COST PROJECTION (TIER 1 - 5 YEAR)

Block: 10901 Lot: 106 Loc: 461-463 NEWARK AVE.

Market Rate Units	Number of Units	Demographic Multipliers (Transit Oriented Development)*				Annual Expenditures		Total Annual Expenditures		
		Household	Students	Residents	Students	Per Capita Municipal	Per Pupil Per School District	Municipal	School District	Total
1 Bedroom	6	1.421	0.050	8.53	0.30	\$1,172.97	\$3,673.00	\$10,000.77	\$1,101.90	\$11,102.67
2 Bedroom	19	2.012	0.120	38.23	2.28	\$1,172.97	\$3,673.00	\$44,840.41	\$8,374.44	\$53,214.85
TOTAL	25			46.75	2.58			\$54,841.17	\$9,476.34	\$64,317.51

1. Total Municipal Ratables		\$6,093,045,337	4. CY 2016 Budget		\$570,918,095	6. Population of Jersey City (2014 Census)		262,146	9. Increase in Services Incurred Per Development		\$ 64,317.51
2. Residential Ratables		\$3,281,646,604				7. Per Capita Municipal Cost		\$1,172.97	10. Anticipated Taxes (77.01 w/ 2% Annual Increase)		
Commercial Ratables		\$1,524,059,780							1st Year		\$ 18,621.02
									2nd Year		\$ 40,728.28
3. Residential Ratables as a Percentage of Total Ratables		53.86%	5. Residential Portion		\$307,490,150	8. Annual Expenditures Per Student**		\$3,673.00	3rd Year		\$ 63,712.38
									4th Year		\$ 87,599.56
									5th Year		\$ 112,416.73
									11. Implied Surplus (Cost)		
									1st Year		\$ (45,696.50)
									2nd Year		\$ (23,589.24)
									3rd Year		\$ (605.13)
									4th Year		\$ 23,282.04
									5th Year		\$ 48,099.22

Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs

*Source: New Jersey Demographic Multipliers: Profile of the Occupants of Residential and Nonresidential Development; Listokin, November 2006

**Source: 2015-2016 Jersey City Municipal Cost Per Pupil

NEW ASSESSMENT AFTER IMPROVEMENTS

LAND: 241,800
BLDG: 1,383,500

TAX AGREEMENT
FIVE YEAR/NEW CONSTRUCTION

THIS AGREEMENT made on this _____ day of _____, 2016, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and, **461-463 NEWARK AVENUE, LLC** [Applicant/Owner], whose principal place of business is 503 Division Street, Perth Amboy, New Jersey 08862.

WITNESSETH:

WHEREAS, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinances 07-146 and 14-027; and

WHEREAS, the Applicant is owner of certain property located at 461-469 Newark Avenue, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 10901, Lot 106 on the Tax Assessor's Map, and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

WHEREAS, on or about September 3, 2016, the Applicant applied for a five year tax exemption to construct a new six (6) story building to contain approximately twenty-five (25) market rate residential units with a ground floor parking garage with approximately 5,311 square feet for twenty-five (25) parking spaces on the Property pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

WHEREAS, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance _____ on _____.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I: APPROVAL OF TAX EXEMPTION

The City hereby agrees to a tax exemption for the construction of a new six (6) story building to contain approximately twenty-five (25) market rate residential units with a ground floor parking garage with approximately 5,311 square feet for twenty-five (25) parking spaces on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-

1 et seq. and Ordinance _____ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

ARTICLE II: IN LIEU OF TAX PAYMENTS

The Applicant agrees to make estimated payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar of Year 1, no payment in lieu of taxes;
2. For the full calendar of Year 2, twenty (20%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$21,309;
3. For the full calendar of Year 3, forty (40%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$42,617;
4. For the full calendar of Year 4, sixty (60%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$63,926; and
5. For the full calendar of Year 5, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$85,235.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

ARTICLE III: APPLICATION FEE

The Applicant has paid the sum of \$5,000 to the City as an application fee. Failure to make such payment shall cause the tax exemption to terminate.

ARTICLES IV: FEDERAL, STATE AND LOCAL LAW

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

ARTICLE V: TERM OF EXEMPTION

The Tax Exemption granted shall be valid and effective for a period of five (5) full years beginning the first day of the month after the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or

the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

ARTICLE VI: REVALUE

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

ARTICLE IX: AFFORDABLE HOUSING TRUST FUND CONTRIBUTION REQUIRED

A. **Contribution.** The Entity will pay the City the sum of \$45,467, or \$1,500 per unit plus \$1.50 per square foot of parking garage, as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;

- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Tax Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

ARTICLE X: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1st year of this agreement to the date of termination.

ARTICLE XI: PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment & Contracting Agreement which is attached hereto as Exhibit C.

ARTICLE XII: PROJECT LABOR AGREEMENT AND LIVING WAGE REQUIREMENT (Projects with Construction Exceeding \$25 Million)

The Applicant shall execute a Project Labor Agreement as required by Ordinance 07-123 as it exists or as it may be amended from time to time.

The Applicant also agrees to comply with the requirements of Section 3-76 of the Jersey City Municipal Code concerning required wage, benefit and leave standards for building service workers. All janitors and unarmed security guards employed at the Projects, including any and all tenants or subtenants of the developer, shall not be paid less than the standard hourly rate of pay and benefits for their respective classifications and shall be provided with paid leave in accordance with the provisions of the Jersey City Municipal Code Section 3-51G(1).

ARTICLE XIII: NOTICES

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

Notice to City:

Business Administrator
City Hall, 280 Grove Street
Jersey City, New Jersey 07302

Notice to Applicant:

461-463 Newark Avenue, LLC
503 Division Street
Perth Amboy, New Jersey 08862
Att: Vincent A. Wilt

ARTICLE XIV: GENERAL PROVISIONS

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

WITNESS:

461-463 NEWARK AVENUE, LLC

BY: _____
Vincent A. Wilt

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

BY: _____
Robert J. Kakoleski
Business Administrator

New & Revised as of February, 2016
(Including Construction Jobs, for Projects with no PLA)
To accord with new Chapter 304 (Croson), only pages 1 through 7 have been amended.

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made as of the ____ day of ____, 2016, between the **CITY OF JERSEY CITY** [City] having its principal office at 280 Grove Street, Jersey City, NJ 07302, and **461-463 NEWARK AVENUE, LLC** [Recipient], having its principal office at 503 Division Street, Perth Amboy, NJ 08862.

I. Definitions:

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into an agreement with the City to implement, in whole or in part, this agreement.
2. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
3. "Construction Contract" means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway or other improvement on a Project Site.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or tax exemption for a property or project which requires approval of the Municipal Council.
6. "Employment" includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. "Jersey City Employment and Training Corporation" or "JCEPT" means the non-profit quasi public Entity with whom the City has an operating agreement to undertake certain employment services.
8. "Local Business" means a bona fide business located in Jersey City.
9. "Minority" means a person who is defined as such under federal or state law.

10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
12. "Project or Project Site" means the specific work location or locations specified in the contract.
13. The "Project Employment & Contracting Coordinator" or "Coordinator" is the employee in the Department of Administration, who is in charge of overseeing compliance of Project Employment & Contracting Agreements. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Coordinator. The Coordinator may incorporate referrals from JCEPT or its One-Stop Career Center if the City's agreement with JCEPT so provides.
14. The "Project Employment & Contracting Monitor" or "Monitor" is the employee in the Department of Administration who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting administration as stipulated by this agreement.
15. The "Receipt's Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.
16. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive also referred to as a developer.
17. "The Registry" or "Jersey City Employment Registry" means a data base maintained by the City or its designee, of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
18. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
19. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
20. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

II. Purpose: Construction Jobs, Business Contracting, Permanent Jobs

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

Because this project is not subject to the terms of a Project Labor Agreement during construction, this agreement shall apply to all Construction Jobs, Business Contracts and non-construction Permanent Jobs. Recipients are also required to notify any commercial tenants of employment services available from the City.

III. Recipient Designee:

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient shall send a letter designating its "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Exhibit A. This Officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Exhibit B.

IV. Term:

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance _____ approving the tax exemption and terminate 5 years from the date of Substantial Completion of the Project.

V. Required Goals:

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient shall be required to submit the periodic certified manning and certified payroll reports described below to confirm ongoing compliance. The goals are as follows:

1. **Employment (Construction and Permanent Jobs):** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing twenty (20%) percent of labor hours who are Minorities and who are women.
2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding ten (10%) percent of the dollar amount of its contracts to Minority or Women Owned Businesses.

VI. Construction Jobs Procedure:

1. **Construction Jobs:** Recipient shall comply with all of the following conditions:

A. Initial Contracting Report

- i) The Recipient shall submit the initial contracting report. A letter must be forwarded with requests for quotation or bid to the Office of Diversity and Inclusion for minority contractors or vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Exhibit C.
- ii) The Recipient shall contact those businesses to submit bids. An example of this letter can be found in Exhibit D.

B. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, the Recipient shall obtain from all Contractors/Subcontractors an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked, including a list of the number of minority residents and women that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Exhibit ____ is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept the Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Exhibit ____.

C. Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Exhibit ____.

D. Monthly Reports:

Manning Report (after construction commences)

- i) The Recipient will submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain all records supporting the reported work hours of its Contractors or Subcontractors.

Certified Payroll Report

- i) The Recipient will furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Exhibit ____.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

E. Annual Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will submit copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit and annually thereafter.

F. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

G. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

H. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Exhibit ____.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

VII. **Permanent Jobs Procedures:**

1. **Permanent Jobs:** Recipient shall comply with all of the following conditions:

- A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will meet with the Coordinator, including the director of JCETP to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:
 - i) whether subcontractors will be used in the hiring process.
 - ii) the specific types of jobs that need to be filled.
 - iii) the qualifications needed for these particular jobs.
 - iv) possible training programs offered by the permanent employer.
 - v) the Recipient's goals and how it plans to meet these goals.
 - vi) any other issues which need to be addressed.
- B. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix 3.

- C. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 1.A.(i)-(vi) and notify the City.
- D. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors.
- E. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix 4.
- F. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- G. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
- H. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- I. Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
- J. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.

- K. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- L. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
- M. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

VIII. **Good Faith Defined. Business Contracts**

A. Good Faith shall mean compliance with all of the following conditions:

i) Solicitation of Businesses:

- a) One month before the solicitation for any goods or services, the Recipient must forward a letter with a description of the goods or services to the Project Employment and Contracting Coordinator;
- b) The Recipient shall provide the City with a written Purchasing Report every month. The form of this report shall be in substantially the form found in Appendix 6.
- c) Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- d) Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
- e) Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- f) Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month.

It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.

- g) Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- h) Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- i) Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
- j) Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

- B. The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by Project Employment and Contracting Monitor of a Recipient, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

IX. Good Faith Defined. Commercial Tenants at the Project Site

Good Faith shall mean compliance with all of the following conditions:

- A. The Recipient shall send all tenants of commercial space, including retail space, within the Project Site a Tenant Employment Services Guide in the form attached as Appendix 7.
- B. The Recipient shall require tenants of commercial, including any retail space to complete an annual questionnaire concerning the composition of the work force of each tenant. The completed questionnaire be submitted to the Project Employment & Contracting Monitor. The questionnaire shall be in the form attached as Appendix 8.

- C. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than December 1st of each year.

X. Notices of Violation:

1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have 7 days to correct the violation.
2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City the City shall issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation.
3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.

If the City determines that the Recipient is in violation after the expiration of the cure periods, the Recipient agrees that the City shall be entitled to the liquidated damages provided below.

XI. Liquidated Damages:

1. While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any cure period, the City will be entitled to liquidated damages from the Recipient in the following amounts:
 - A. Failure to file Initial Manning Report (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracts): an amount equal to Five percent (5%) increase in the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
 - B. Failure to conduct Pre-hiring Interviews or submit Compliance Statement (Submit description of goods or services, (Business Contracting)): an amount equal to Three (3%)

percent of the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.

- B. Failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Three (3%) percent increase service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- C. The use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to Ten (10%) service charge as set forth in the Financial Agreement for each quarter or part thereof, the Recipient is non compliant.

XII. Notices

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

461-463 Newark Avenue, LLC
503 Division Street
Perth Amboy, New Jersey 08862
Att: Vincent A. Wilt

and

2. When sent by the Recipient to the City, it shall be addressed to:

City of Jersey City
Department of Administration
Division of Economic Opportunity
Project Employment & Contracting Monitor
280 Grove Street
Jersey City, New Jersey 07302
Att: Division Director

and

Director of Jersey City Employment and Training Program, Inc
895 Bergen Avenue—2nd Floor
Jersey City, NJ 07306
Att: Executive Director

with separate copies to the Mayor and the Business Administrator.

XIII. Appendix

These forms are examples only and shall be in substantially the form on file in the Division of Economic Opportunity, subject to modifications from time to time by the City as necessary or appropriate.

1. Letter designating Recipient's Project Employment & Contracting Officer
2. Letter from Recipient to Employees of Recipient's Company
3. Acknowledgment of PECA compliance of Subcontractor
4. Example of Hiring Plan
5. Example of Monthly Employment Report
6. Example of Monthly Purchasing Report
7. Tenant Employment Services Guide
8. Commercial Retail Annual Questionnaire

XIV. Adoption, Approval, Modification:

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

XII. Controlling Regulations and Laws:

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

In the event there are any conflicts between this Agreement and any Project Labor Agreement, then as it pertains to construction jobs covered by the PLA, the Project Labor Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

461-463 NEWARK AVENUE, LLC

Secretary

Vincent A. Wilt

City Clerk File No. Ord. 16.166

Agenda No. 3.B 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

TITLE: **CITY ORDINANCE 16.166**
AN ORDINANCE AUTHORIZING THE TRANSFER OF CITY-OWNED
PROPERTY WITHIN THE JOURNAL SQUARE 2060
REDEVELOPMENT AREA TO THE JERSEY CITY REDEVELOPMENT
AGENCY

WHEREAS, the City of Jersey City is the owner of a certain parcel of real property known and designated as:

<u>BLOCK</u>	<u>LOT</u>	<u>STREET ADDRESS</u>
7902	25	701 Newark Ave
	26	699 Newark Ave
	27	697 Newark Ave
	28	695 Newark Ave
	29	693 Newark Ave
	45	30 Cottage St

situated in the City of Jersey City, Hudson County, New Jersey; and as more particularly shown on the Official Assessment Map and referenced in the designation assigned to individual tax lot in the records of the Tax Assessor (hereinafter "Property"); and

WHEREAS, the Municipal Council of the City of Jersey City has declared, that the Property contained within the Journal Square 2060 Redevelopment Area is an area deemed "in need of redevelopment" pursuant to N.J.S.A. 40A:55-12 et. seq.; and

WHEREAS, the Municipal Council adopted, by Ordinance No. 10-103 at its meeting of August 25, 2010, and which further has been subsequently amended, the Journal Square 2060 Redevelopment Plan; and

WHEREAS, the Property lies within the legally established boundaries of the Journal Square 2060 Redevelopment Plan Area; and

WHEREAS, it has been determined that the Property is not needed for any municipal public purpose or use; and

WHEREAS, the Jersey City Redevelopment Agency has the responsibility of acquiring property within the Journal Square 2060 Redevelopment Area to effectuate the redevelopment and revitalization of the Journal Square Redevelopment Area; and

WHEREAS, the Jersey City Redevelopment Agency has deemed it necessary to acquire the Property from the City of Jersey City to accomplish the objectives of the Journal Square 2060 Redevelopment Plan; and

WHEREAS, the City of Jersey City may transfer the Property to the Jersey City Redevelopment Agency pursuant to N.J.S.A. 40A:12A-39(a) & (f).

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 40A:12A-39(a) & (f) the transfer of Property known as

<u>BLOCK</u>	<u>LOT</u>	<u>STREET ADDRESS</u>
7902	25	701 Newark Ave
	26	699 Newark Ave
	27	697 Newark Ave
	28	695 Newark Ave
	29	693 Newark Ave
	45	30 Cottage St

to the Jersey City Redevelopment Agency is hereby authorized for purpose of implementing the Journal Square 2060 Redevelopment plan.

2. That the Mayor or Business Administrator are hereby authorized and directed to execute a deed and all necessary or appropriate instruments to convey and effectuate the transfer of the aforesaid Property to the Jersey City Redevelopment Agency.
- A. All Ordinances and part of Ordinances inconsistent herewith are hereby repealed.
- B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This Ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of the Ordinance reveals that there is a conflict between those numbers and the existing code in order to avoid confusion and possible accidental repealers of existing provisions.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

AN ORDINANCE AUTHORIZING THE TRANSFER OF THE CITY-OWNED PROPERTY WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA TO THE JERSEY CITY REDEVELOPMENT AGENCY.

Initiator

Department/Division	Jersey City Redevelopment Agency	
Name/Title	David P. Donnelly	Executive Director
Phone/email	201-761-0819	Phil Orphanidis / philo@jcnj.org

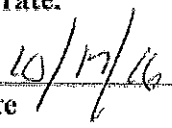
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

Given the enormous interest in developing hotels/multi-use residential in the Journal Square 2060 Redevelopment Area, the Jersey City Redevelopment Agency is requesting the City transfer the property to the Jersey City Redevelopment Agency to explore the best development possible. The development will take into consideration the existing parking spaces and will explore replacing them within the project. The city will receive the fair market value of the property less the agency administrative fee of 3%.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

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AVENUE

NEWARK

HOBOKEN
AVENUE

NEWARK
AVENUE

SEE SHEET 81

SEE SHEET 80

SEE DETAIL "1"

KENNEDY

SUMMIT

AVENUE

CENTRAL
AVENUE

VAN REIPEN

AVENUE

BOULEVARD

PAYONIA

AVENUE

DETAIL "1"
SCALE 1" = 6'

SCALE 1" = 5'

75

SEE SHEET 94

[illegible]

SEE SHEET 95

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2009, SIGNED
BY SANTO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 959

TAX MAP
CITY OF JERSEY CITY

HUDSON COUNTY, NEW JERSEY
SCALE: 1"=50' AUGUST, 2005

RICHARD A. MORALLE, P.E., P.L.S.

T & M ASSOCIATES
51 TINDALL ROAD, MIDDLETOWN TOWNSHIP
NEW JERSEY, 07748

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED
DRAFTING/DESIGN (CAD/D) AND COORDINATE GEOMETRY

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City Clerk File No. Ord. 16.167

Agenda No. 3.C 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.167

**TITLE: ORDINANCE AMENDING CHAPTER 90 (ANIMALS) ARTICLE III (DOGS)
OF THE JERSEY CITY CODE TO BAN DOGS IN CERTAIN PARKS**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

- A. The following amendments to Chapter 90 (Animals), Article III (Dogs) are hereby adopted.

ARTICLE III Dogs

§90-12. Definitions.

As used herein, the following terms shall have meanings indicated:

AT LARGE- Off the premises of the owner and not under the control of the owner, or the owner's agent or servant, by leash.

DANGEROUS DOG - Any dog:

- A. Which, unprovoked, chases or approaches a person or a domestic animal in a threatening manner;
- B. Which has propensity to attack or cause injury unprovoked or threaten humans or domestic animals;
- C. Which possesses physical characteristics when unprovoked will inflict harm or create a reasonable apprehension of such harm in a person;
- D. Which is owned or kept primarily or in part for the purpose of dog fighting or is trained for dog fighting; or
- E. Not licensed according to law.

DOG- Any dog, bitch or spayed bitch.

DOG OF LICENSING AGE- Any dog which has attained the age of seven months or which possesses a set of permanent teeth.

SERVICE DOG - Any guide dog, signal dog, or other dog individually trained to do work or perform tasks for the benefit of a person with a disability, including but not limited to guiding people with impaired vision, alerting people with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair or retrieving dropped items, that qualifies for access to public accommodations under State or Federal law.

**ORDINANCE AMENDING CHAPTER 90 (ANIMALS) ARTICLE III (DOGS)
OF THE JERSEY CITY CODE TO BAN DOGS IN CERTAIN PARKS**

SERVICE DOG TRAINER - Any person who is employed by an organization generally recognized as reputable and competent to provide service dog training, and who is actually involved in the training process.

OWNER - Every person having a right of property in a dog and every person who has such in his or her keeping.

PARK - Any property dedicated for recreational use by the public that also appears on the City's Recreation and Open Space Inventory under Chapter 239-18C.

PROPER ENCLOSURE OF A VICIOUS OR DANGEROUS DOG - While on the owner's property, a vicious or dangerous dog shall be securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping from the enclosure. Such pen or structure shall have secure sides and a secure top and shall also provide protection from the elements for the dog.

PUBLIC PLACE - Includes every sidewalk, gutter, street, park or any other place within the city which is accessible to the general public.

VICIOUS DOG - Any dog which, unprovoked, bites or causes physical injury to a human or a domestic animal.

§90-12.1 Prohibition against Dogs in Certain Parks.

All dogs, whether leashed or unleashed, shall be strictly prohibited from the following Parks:

- a) First Street Park; and
- b) Paulus Hook Park

Only a Service Dog accompanied by its owner or a Service Dog Trainer shall be permitted in First Street Park or Paulus Hook Park and be exempt from the within prohibition.

B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

C. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

D. This ordinance shall take effect at the time and in the manner as provided by law.

E. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing Code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: New material is underlined; deleted matter in ~~brackets~~.
For purposes of advertising only, new matter is indicated by **boldface**
and repealed matter by *italic*.

JM/he
10/13/16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

City Clerk File No. Ord. 16.168

Agenda No. 3.0 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.168

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) OF THE JERSEY CITY CODE AMENDING SECTION 332-5 (ONE-WAY STREETS) DESIGNATING COLUMBIA AVENUE AS A ONE WAY NORTH FROM LEONARD STREET TO ZABRISKIE STREET; LIBERTY AVENUE AS A ONE WAY SOUTH FROM HUTTON STREET TO LEONARD STREET AND TERRACE AVENUE AS A ONE WAY NORTH FROM MANHATTAN AVENUE TO LEONARD STREET AND AMENDING SECTION 332-9 (STOP INTERSECTIONS) REPEALING THE STOP DESIGNATION FOR SOUTHBOUND COLUMBIA AVENUE AT BLEECKER STREET; AT THORNE STREET; AT ZABRISKIE STREET AND AT NORTH STREET; REPEALING THE STOP DESIGNATION FOR NORTHBOUND LIBERTY AVENUE AT LEONARD STREET; AT LINCOLN STREET AND AT NORTH STREET; REPEALING THE STOP DESIGNATION FOR SOUTHBOUND TERRACE AVENUE AT NORTH STREET AND DESIGNATING TERRACE AVENUE AND LEONARD STREET AS A STOP INTERSECTION, STOPPING TERRACE AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) of the Jersey City Code is hereby supplemented as follows:

Section 332-5 ONE-WAY STREETS

The streets or parts of streets listed below are hereby designated as one way streets in the direction indicated.

Name of Street	Direction	Limits
Columbia Av	North	[<u>Leonard St</u>] <u>Zabriskie St</u> to Secaucus Rd
Liberty Av	South	[<u>Hutton St</u>] <u>Leonard St</u> to Manhattan Av
<u>Terrace Av</u>	<u>North</u>	<u>Manhattan Av</u> to <u>Leonard St</u>

Sec. 332-9 Stop intersections.

The intersections listed below are hereby designated as stop intersections. Stop signs shall be installed as provided therein.

Stop Intersections

Street 1 (Stop Sign On)	Direction of Travel	Street 2 (At Intersection)
Columbia Av	North[and South]	Bleecker St
Columbia Av	North[and South]	Thorne St
[Columbia Av	South	Zabriskie St]
Columbia Av	North[and South]	North St

(10.17.16)

Stop Intersections

Street 1 (Stop Sign On)	Direction of Travel	Street 2 (At Intersection)
<u>[Liberty Av</u>	<u>North</u>	<u>Leonard St]</u>
Liberty Av	[North and] South	Lincoln St
Liberty Av	[North and] South	North St
<u>Terrace Av</u>	<u>North</u>	<u>Leonard St</u>
Terrace Av	North[and South]	North St

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

4. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

5. Pursuant to N.J.S.A. 39:4-8 appropriate notice of this traffic pattern change has been provided to the New Jersey Department of Transportation.

NOTE: All new material is to be inserted is underscored; the material to be repealed is in [brackets

JDS:pc1
(10.17.16)

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET -- NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) OF THE JERSEY CITY CODE AMENDING SECTION 332-5 (ONE-WAY STREETS) DESIGNATING COLUMBIA AVENUE AS A ONE WAY NORTH FROM LEONARD STREET TO ZABRISKIE STREET; LIBERTY AVENUE AS A ONE WAY SOUTH FROM HUTTON STREET TO LEONARD STREET AND TERRACE AVENUE AS A ONE WAY NORTH FROM MANHATTAN AVENUE TO LEONARD STREET AND AMENDING SECTION 332-9 (STOP INTERSECTIONS) REPEALING THE STOP DESIGNATION FOR SOUTHBOUND COLUMBIA AVENUE AT BLEECKER STREET; AT THORNE STREET; AT ZABRISKIE STREET AND AT NORTH STREET; REPEALING THE STOP DESIGNATION FOR NORTHBOUND LIBERTY AVENUE AT LEONARD STREET; AT LINCOLN STREET AND AT NORTH STREET; REPEALING THE STOP DESIGNATION FOR SOUTHBOUND TERRACE AVENUE AT NORTH STREET AND DESIGNATING TERRACE AVENUE AND LEONARD STREET AS A STOP INTERSECTION, STOPPING TERRACE AVENUE

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza, pursuant to a comprehensive traffic study for the streets in the Western Slope	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

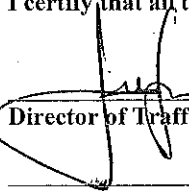
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

To improve safety for all road users, reduce potential vehicle conflicts, and improve Municipal Services on the following roadways in the Western Slope neighborhood:

1. Terrace Avenue
2. Liberty Avenue
3. Columbia Avenue

I certify that all the facts presented herein are accurate.



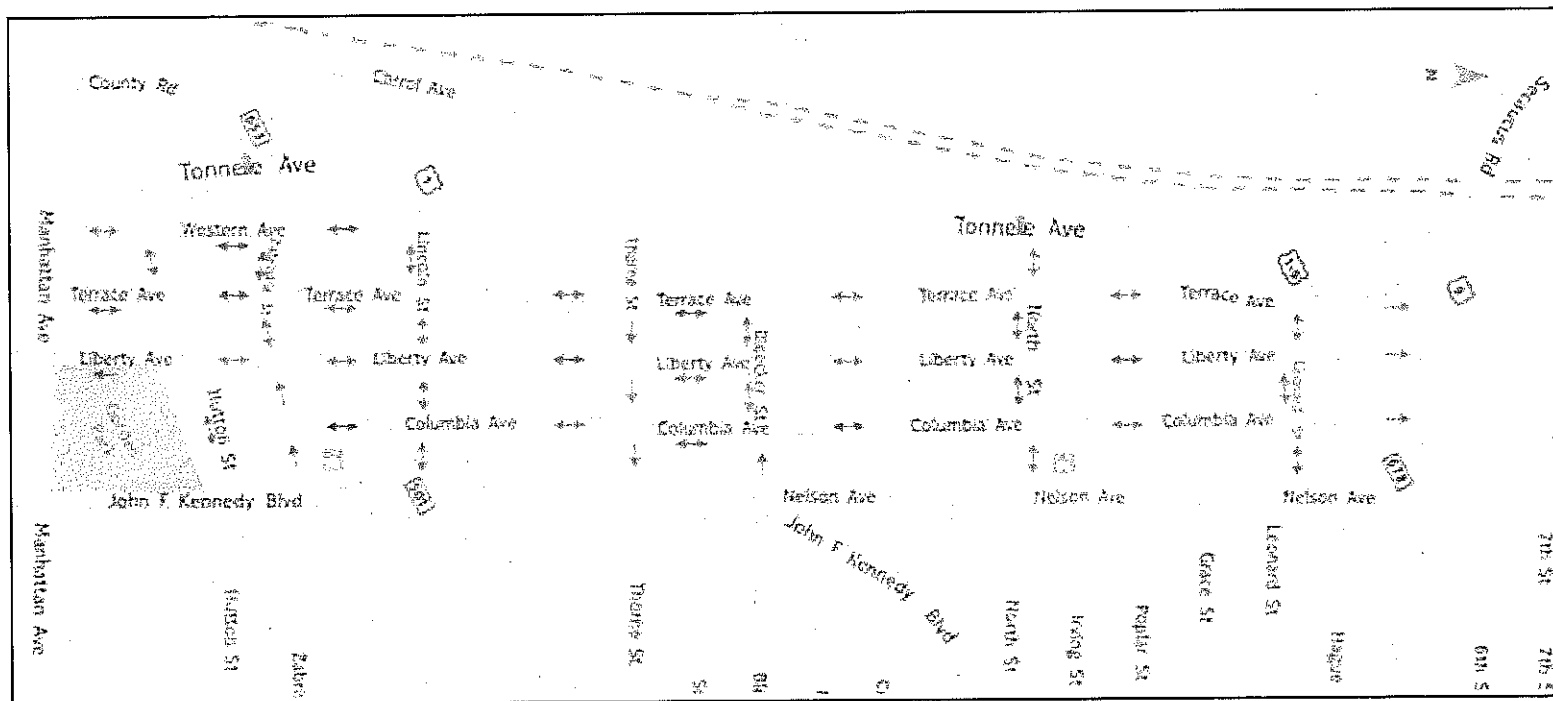
Director of Traffic & Transportation

Signature of Department Director

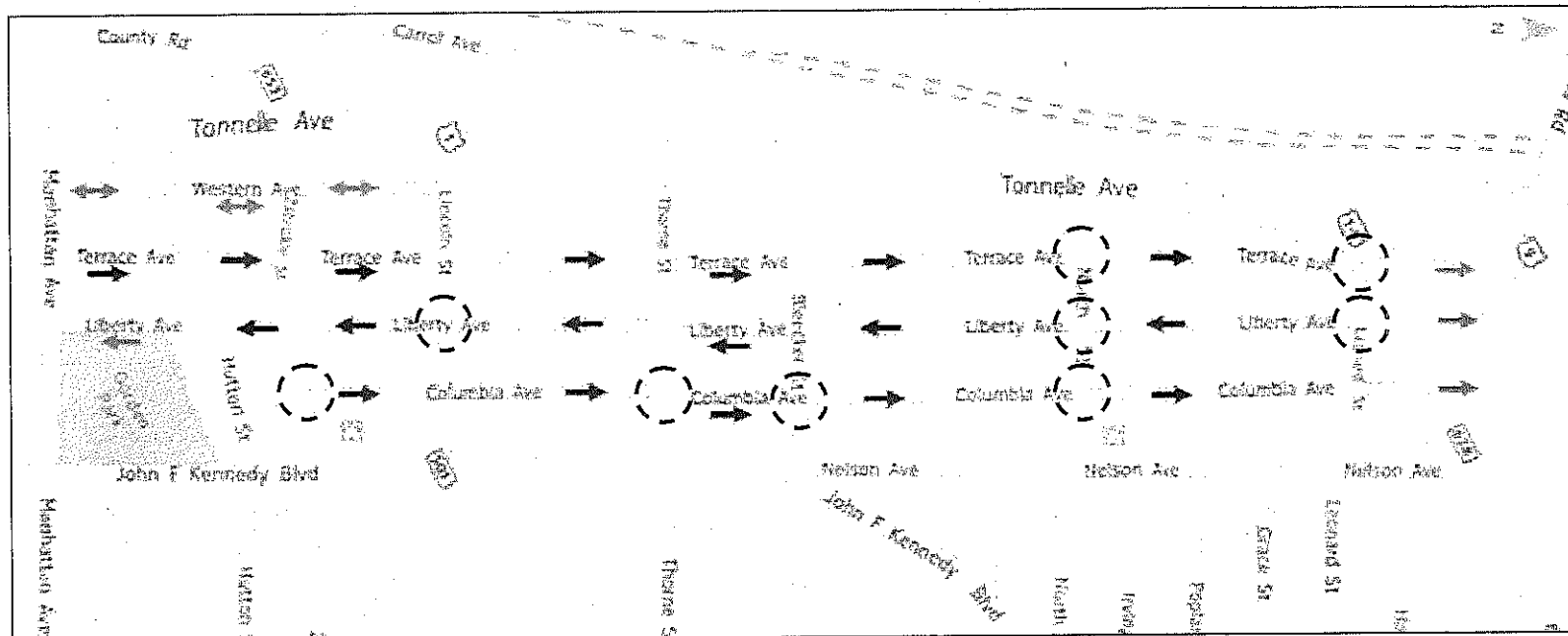
10/17/16

Date

Date



Existing Condition



Proposed Condition

➔ Proposed One-Way Street

○ Stop Intersection Change

City Clerk File No. Ord. 16.169

Agenda No. 3.E 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.169

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AN AMENDMENT TO THE ZONING MAP EXPANDING THE RESTAURANT OVERLAY ZONE IN WARD B

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-62, may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of buildings and structures thereon; and

WHEREAS, the Municipal Council adopted the Land Development Ordinance, Chapter 345 of the Code of the City of Jersey City, on April 11, 2001, (Ordinance No. 01-042), and several amendments since then; and

WHEREAS, the Land Use Element of the Jersey City Master Plan references the creation of a "restaurant row" through the adoption of the Restaurant Overlay Zone (ROZ) within the downtown Newark Avenue Neighborhood Commercial District; and

WHEREAS, a Master Plan Reexamination Report recommending the expansion of the ROZ boundaries into growth areas in Jersey City was adopted by the Planning Board on July 26, 2011; and

WHEREAS, amendments to the Zoning map implementing the recommendations of the Reexamination Report were recommended by the Planning Board for adoption by the Municipal Council on October 4, 2016; and

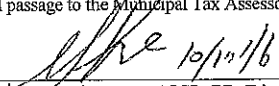
WHEREAS, the subject map amendments are attached hereto and made a part hereof, and are available for public inspection at the Office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

WHEREAS, the City Planning Division has given notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning Board;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Land Development Ordinance Zoning Map, be and hereby is amended as per the attached document;

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.


Maryann Bucci-Carter, AICP, PP, Director
Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

Full Title of Ordinance/Resolution

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AN AMENDMENT TO THE ZONING MAP EXPANDING THE RESTAURANT OVERLAY ZONE IN WARD B

Initiator

Department/Division	HEDC	City Planning
Name/Title	Maryann Bucci-Carter, PP, AICP	Director
	Matt Ward	Senior Planner
Phone/email	201-547-5010	maryannb@jcnj.org / wlatham@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Purpose

This Ordinance expands the Restaurant Overlay Zone (ROZ) in Ward B along West Side Avenue in the Neighborhood Commercial and Commercial Automotive Zone Districts. West Side Avenue is determined as a new growth area. Attached map depicts specific boundaries to used to update the zoning map.

I certify that all the facts presented herein are accurate.


Signature of Division Director


Date


Signature of Department Director


Date

SUMMARY STATEMENT

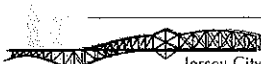
ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AN AMENDMENT TO THE ZONING MAP EXPANDING THE RESTAURANT OVERLAY ZONE IN WARD B

This Ordinance expands the Restaurant Overlay Zone (ROZ) in Ward B along West Side Avenue in the Neighborhood Commercial and Commercial Automotive Zone Districts. West Side Avenue is determined as a new growth area.

ROZ ADDITIONS - WEST SIDE AVENUE

WARD B - JERSEY CITY, NJ

SEPTEMBER 26, 2016

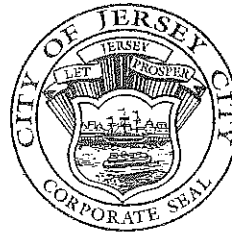

Jersey City
City Planning Division
30 Montgomery Street Suite 1400
Jersey City, NJ 07302-3821
Phone: 201.547.5010
Fax: 201.547.4323



City Clerk File No. Ord. 16.170

Agenda No. 3.F 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.170

TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MIXED USE ZONES OF THE MORRIS CANAL REDEVELOPMENT PLAN

WHEREAS, the Municipal Council of the City of Jersey City adopted the Morris Canal Redevelopment Plan in March of 1999, and amended the Plan numerous times subsequently, most recently on June 15, 2016; and

WHEREAS, the existing Plan's Mixed Use Zones do not require ground floor retail; and

WHEREAS, the existing Plan's Mixed Use A Zone has a maximum permitted height of four stories; and

WHEREAS, permitting additional bulk in the form of a fifth story through an affordable housing bonus provision in the Mixed Use A zone will help meet the need for affordable housing citywide; and

WHEREAS, only those developers who elect to provide community benefits in the form of dedicating at least 5% of units as affordable will be eligible for an additional story; and

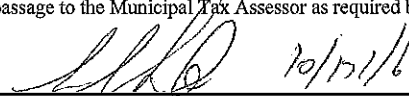
WHEREAS, the Planning Board, at its meeting of October 4, 2016, determined that the Morris Canal Redevelopment Plan should be amended to revise the Mixed Use Zones; and

WHEREAS, a copy of the Planning Board's recommended amendments to the Morris Canal Redevelopment Plan is attached hereto, and made a part hereof, and is available for public inspection at the office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the aforementioned amendments to the Morris Canal Redevelopment Plan be, and hereby are, adopted.

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.


Maryann Buccic-Carter, PP, AICP

Acting Director, Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MIXED USE ZONES OF THE MORRIS CANAL REDEVELOPMENT PLAN

Initiator

Department/Division	HEDC	City Planning
Name/Title	Maryann Buccel-Carter, PP, AICP <i>MW</i>	Acting Director
	Matt Ward, PP, AICP <i>MW</i>	Senior Planner
Phone/email	201-547-5010	maryannb@jcnj.org / mward@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The proposed amendments revise the Mixed Use Zones of the Morris Canal Redevelopment Plan. This amendment will create general requirements for all mixed use zones A through E. Ground floor retail will now be required to occupy at least 25% of the ground floor. The Mixed Use Zone boundaries include Pacific Ave, Communipaw Avenue, Garfield Avenue, Grand Avenue and Johnston Avenue. Parking standards will be codified as general requirements for all mixed use zones. Lastly, an affordable housing bonus will be introduced to the Mixed Use A Zone. There is a need citywide for more affordable housing citywide and the affordable housing bonus will permit an additional story if at least 5% of units in a development are dedicated as affordable housing.

I certify that all the facts presented herein are accurate.

[Signature]
Signature of Division Director

10/17/16
Date

[Signature]
Signature of Department Director

10/17/16
Date

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY
CITY ADOPTING AMENDMENTS TO THE MIXED USE ZONES OF THE
MORRIS CANAL REDEVELOPMENT PLAN**

The proposed amendments revise the Mixed Use Zones of the Morris Canal Redevelopment Plan. This amendment will create general requirements for all mixed use zones A through E. Ground floor retail will now be required to occupy at least 25% of the ground floor. Parking standards will be codified as general requirements for all mixed use zones. Lastly, an affordable housing bonus will be introduced to the Mixed Use A Zone. There is a need citywide for more affordable housing citywide and the affordable housing bonus will permit an additional story if at least 5% of units in a development are dedicated as affordable housing.

Proposed Amendments to the Morris Canal Redevelopment Plan

Mixed Use Zones

September 23, 2016

Text to be added is in bold like this.

D. Mixed Use Zones —A

1. The purpose of the Mixed Use Zones is to recognize the existence and importance of neighborhood business districts and provide ground floor commercial to promote walkability. The Mixed Use Zones shall be further regulated as Mixed Use -A, -B, -C, -D, and -E.

2. General Requirements for all Mixed Use Zones:

A. Retail and/or other permitted active storefront type uses, which activate the adjacent sidewalk in all Mixed Use Zones. Active storefront type uses include, but not limited to, retail, storefronts, building lobbies, art galleries, bars and restaurants.

(1) Active storefront type uses shall occupy a minimum of 25% of a building's ground floor in all Mixed Use Zones.

B. Parking Requirements for all Mixed Use Zones:

(1) Parking is only required on lots at least 60 feet in width or greater.

(2) If a development site has street frontage on multiple streets, curb cuts shall be located on the lowest order street as determined by the Jersey City Planning Board.

(3) Tandem parking spaces are acceptable for no more than 50% of off-street parking spaces.

(4) Any parking provided must be enclosed within the building and must be covered with a roof to the greatest extent possible. The roof shall be improved with tenant amenity space, landscaping and/or a green roof.

(5) Minimum Parking Requirements for lots with a lot width of at least 60 feet:

a. Residential: 0.25 off-street parking spaces per dwelling unit, exempting studio and one bedroom residential units in structures greater than 3 stories.

b. Retail and all other non-residential uses: minimum of 1 space per 1,000 square feet, exempting the first 5,000 square feet of commercial gross floor area.

(6) Maximum Parking Requirements for all lot sizes:

a. Residential: maximum of 1 off-street parking space per dwelling unit.

b. Retail and all other non-residential uses: maximum of 1.5 off-street parking space per 1,000 square feet of commercial gross floor area.

3. Mixed Use - A

*Residential and Neighborhood Retail
(Communipaw and Pacific Avenues Area)*

The zone shall encompass **lands as depicted in the Zoning Map (Map B) of this plan.** ~~all lands that are contained within the following: All tax lots on the north side of Communipaw Avenue that abut Communipaw Avenue at the time of adoption of this Plan between~~

~~Manning Avenue and Monitor Street, and all tax lots on south side of Communipaw Avenue that abut Communipaw Avenue at the time of adoption of this redevelopment plan between Woodward Street and Pine Street with the exception of Block 20201 Lots 29, 30, 31, 32, 33, 34, and 35 which shall be in the Residential zone. All tax lots on the south side of Pacific Avenue between Communipaw Avenue and Maple Street that abut Pacific Avenue at the time of adoption of this Plan. The additional tax lots on Pacific Avenue of Block 20004, Lots 16, 17, 18, 19, and 20. On Johnston Avenue, the additional tax lots of Block 19002 Lot 1. The north side of Communipaw Avenue between Woodward and Manning Avenue may be developed as Mixed Use A or Residential; however the block can only be developed as one or the other as a whole.~~

Purpose: A locus of the historic Lafayette community, this area provides shops, services, homes, and a vibrant pedestrian streetscape. This existing pattern of mixed uses and other positive elements shall be protected and encouraged by this Plan. A future historic district may serve to provide even greater conservation of this area, and further study of the area from an historic preservation perspective is duly warranted.

A. Permitted Principal Use

- (1) Artist studio workspace
- (2) Community Facility
- (3) Day Care Center
- (4) Funeral Parlor
- (5) Health Care Facility. Prohibited: Health Care Facility that provides any type of residential accommodation.
- (6) House of Worship
- (7) Retail sales of goods and services, except for drive-through pick-up windows and liquor stores
- (8) Office
- (9) Commercial Parking
- (10) Residential (above the first floor)
- (11) Residential on the first floor, on a parcel that was occupied by a structure with a first floor residential use at the time of adoption of this Plan or on the ground floor in the rear of the building, provided the building depth is 80 feet or greater, and that retail is maintained along all street frontages averaging 30 feet deep into the building.
- (12) Restaurants, category 1 and 2
- (13) Combination of any of the above
- (14) Park
- (15) Public Utilities, except that natural gas transmission lines shall be prohibited

B. Accessory use

- (1) Parking.

C. Design Standards and Requirements – refer to Section VII

D. Area, yard and bulk requirements

- (1) All existing lots of record at the time of the adoption of this Plan are considered conforming. After the adoption of this plan, the minimum lot size in this district

shall be 2,500 square feet, with a minimum lot width of twenty five 25 feet, for any lots that are to be subdivided.

- (2) Minimum yards
 - a. Front Yard – shall be determined by prevailing setbacks, but no front yard shall exceed 10 feet. (Block 2000, Lot 16 must maintain a setback of five feet to match the residential setback)
 - b. Side Yards – 0 feet
 - c. Rear Yards – 15 feet, 0 feet for corner lots
- (3) Maximum height shall not exceed 45 feet, except for steeples on houses of worship, and provided that no deviation from this height limit will be cognizable by the Planning Board.

E. Affordable Housing Bonus:

- (1) For the purposes of this bonus, the maximum permitted height of this zone shall increase by 10 feet to a maximum of 55 feet. Developers will be required to fulfill certain performance standards, including but not limited to the obligation to provide the community benefits of on-site affordable housing as described herein, for the successful implementation of the goals of the redevelopment plan. Subject to the terms and conditions of a redevelopment agreement with the Jersey City Redevelopment Agency (JCRA), at least 5% of all units constructed shall be deed restricted as affordable housing for a period of a minimum of 30 years from the issuance of the certificate of occupancy, in accordance with the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., and pursuant to the terms of the redevelopment agreement which shall set forth the controls on affordable housing to be constructed as part of a redevelopment project. Nothing herein shall be construed to deprive or dispossess the Jersey City Redevelopment Agency of the discretionary exercise of its redevelopment powers enumerate in N.J.S.A. 40A:12A-1 et seq. including the designation of a redeveloper under the Act.

4. Mixed Use - B
(NO CHANGE)

5. Mixed Use - C
(NO CHANGE)

6. Mixed Use - D
(NO CHANGE)

7. Mixed Use - E
(NO CHANGE)

NO OTHER CHANGES

City Clerk File No. _____ Ord. 16.171

Agenda No. _____ 3 .6 _____ 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.171

TITLE: ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE I (GENERAL PROVISIONS) AND ARTICLE III (PARKING, STANDING AND STOPPING) OF THE JERSEY CITY MUNICIPAL CODE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

WHEREAS, metered parking in the City owned off-street lots needs to be specifically authorized by the Municipal Council; and

WHEREAS, the Municipal Council should be authorized to waive the charges by the adoption of a resolution as needed.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

- A. The following amendments to Chapter 332 (Vehicles and Traffic) Article I (General Provisions) are hereby adopted:

VEHICLES AND TRAFFIC

ARTICLE I General Provisions

§332-1. Definitions.

- A. Whenever any words and phrases are used in this chapter, the meanings respectively ascribed to them in Subtitle 1 of Title 39 of the New Jersey Statutes Annotated shall be deemed to apply to such words and phrases used herein.
- B. In addition, the following terms, when used in this chapter, shall have the meanings indicated:

RECREATIONAL VEHICLE - A self-propelled or towed vehicle equipped to serve as temporary living quarters for recreational camping or travel purposes and used solely as a family or personal conveyance.

- B. The following amendments to Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) are hereby adopted:

VEHICLES AND TRAFFIC

ARTICLE III Parking, Standing and Stopping

§332-21. Regulations Not Exclusive.

The provisions of this Article imposing a time limit on parking shall not relieve any person of the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing or parking of vehicles as set forth in N.J.S.A. 39:4-138, any other New Jersey statute or as hereinafter provided.

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE I (GENERAL PROVISIONS) AND ARTICLE III (PARKING, STANDING AND STOPPING) OF THE JERSEY CITY MUNICIPAL CODE

§332-21. Through §332-29. No Change.

§332-30. **Parking of Trucks, Omnibus, Road Tractor, Semi-Tractor, Truck Tractor, Recreational Vehicles or any Commercial Motor Vehicles.**

- A. No person shall park any truck, omnibus, road tractor, semi-tractor, truck tractor or any commercial motor vehicle upon the streets of the City on any day of the week between the hours of 9:00 p.m. and 5:00 a.m. except for taxicabs and limousines licensed by the City of Jersey City pursuant to Chapter 307 of this Code.
- B. No person shall park any trailer, semitrailer or tractor upon any public street or public way while it is detached from its component unit, except when such trailer or semitrailer is in a continual process of loading or unloading goods, wares or merchandise.
- C. No person shall park any Recreational Vehicle upon any street or public right of way.

§332-31. Through §332-33. No Change.

- C. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- D. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- E. This ordinance shall take effect at the time and in the manner as provided by law.
- F. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material is underlined; words in ~~brackets~~ are omitted.
For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

JM/he
10/17/16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

City Clerk File No. Ord. 16.172

Agenda No. 3-H 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.172

TITLE: ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) AND CHAPTER 287 (SOLID WASTE) TO: (1) REASSIGN THE ENFORCEMENT OF CERTAIN SOLID WASTE AND ENVIRONMENTAL ORDINANCES FROM THE JERSEY CITY INCINERATOR AUTHORITY TO THE DEPARTMENT OF PUBLIC WORKS; AND (2) DELETING REFERENCES WHERE APPROPRIATE TO THE JERSEY CITY INCINERATOR AUTHORITY, JERSEY CITY SEWERAGE AUTHORITY, JERSEY CITY PARKING AUTHORITY

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

- A. The following amendments to Chapter 3 (Administration of Government), Article VI (Department of Administration) are hereby adopted:

ARTICLE VI
Department of Administration

§3-39. Through §3-50.1. No Change.

§3-51. - Purchasing; Division of Purchasing and Central Services.

There is hereby created a Division of Purchasing and Central Services, the head of which shall be the Business Administrator, or, if qualified, his designee. The head of the Division of Purchasing and Central Services shall be a Registered Public Purchasing Specialist (RPPS) and shall have a minimum of four years' experience in commercial or governmental purchasing.

- A. Purchase controls, orders and requisitions.

- (1) All purchases made and contracts awarded for any supplies, materials, equipment or services shall be pursuant to a written requisition from the Director of the department, office or agency whose appropriation will be charged. No purchase shall be made nor obligation incurred unless the Chief Financial Officer certifies that a sufficient unencumbered balance of appropriation is available to pay therefore.
- (2) The Director of the department, office or agency making a request for the purchase of one or more motor vehicles shall submit a copy of the request to the City Council Finance Committee. Such request shall include a statement of the reasons for the request and shall identify the vehicles to be replaced, if any.

- B. Conformance with statutes required; procedures.

- (1) All purchases made and contracts awarded by the Purchasing Agent shall conform with the requirements of the Local Public Contracts Law of the State of New Jersey, and all specification shall be drafted in a manner to encourage

free, open and competitive bidding. In addition to the requirements of the Local Public Contracts Law, the Purchasing Agent shall comply with the following procedures:

- (a) The Purchasing Agent shall prepare or cause to be prepared, under his or her supervision and approval, specifications for the items or services to be purchased.
 - (b) Prior to and no later than the insertion of the advertisement in the newspapers for solicitation of bids, the Purchasing Agent shall contact as many appropriate vendors which may be interested in and which supply said items or services as he or she can determine and submit to them the specifications for said items or services and request that they submit sealed bids to him or her at the date, time and place set forth in said advertisement. A description of the items or services to be advertised and the vendors contacted shall be filed with the Clerk of the Council and with the Director of Minority and Women Business Enterprise Development Program prior to advertisement. The list shall indicate which of the vendors contacted qualify as minority or women business enterprises.
 - (c) The Purchasing Agent shall receive the sealed bids from the vendors at the date, time and place as set forth in said advertisement.
 - (d) The Purchasing Agent shall open the sealed bids and determine the lowest responsible bidder. He or she shall then submit the same to the Council by way of resolution at the next special or regular meeting of the Council pursuant to law.
- (2) The Purchasing Agent shall attach to said resolution a fact sheet which will contain the following information:
- (a) The names and addresses and the amounts of the bids of other vendors who had submitted bids.
 - (b) The names and addresses of all vendors who were contracted by the Purchasing Agent who were requested by him or her to submit bids.
 - (c) Whether or not said vendors have submitted bids.
 - (d) The names and addresses of the vendors who have received or picked up the proposals.
 - (e) If any of the above vendors did not submit bids, the Purchasing Agent, after receiving the sealed bids at the time and place for said reception, shall contact said vendors who did not submit bids, either orally or in writing, and attempt to determine why such vendors did not or would not submit bids.
- (3) In addition to the above information placed on the fact sheet attached to the resolution, the Purchasing Agent shall set thereon any irregularities that may be found in the bid documents of the lowest bidder, no matter how slight or minor said irregularities may be, for consideration by the Council.
- (4) Whenever practicable, materials and contractual services shall be procured under the New Jersey Division of Purchases and Property, under the state contract procedure.

C. Public bidding procedures.

- (1) The Purchasing Agent is authorized to advertise for and receive bids in connection with all purchases, contracts or agreements in accordance with the provisions of the Local Public Contracts Law. The governing body, however, shall be the contracting agent and shall award such contracts and purchases as may be recommended by the Purchasing Agent.
 - (2) The Purchasing Agent shall determine the method of presenting bids, except that such method shall be confined to either personal presentation at bid opening or by registered mail. In either case, the method shall be stated in the public advertisement, and if registered mail, proper safeguards shall be provided to ensure the security of bids. Bids received after the time stated in the advertisement shall be considered as nonresponsive and shall be returned unopened to the sender.
 - (3) Following review and evaluation of bids, the Purchasing Agent shall recommend the lowest responsible bidder to the governing body, which shall award the contract or take such other action as it deems proper. The Purchasing Agent may, however, reject all bids and readvertise if he or she deems it to be in the best interest of the City.
 - (4) A low bidder whose bid is rejected by the Purchasing Agent may appeal, in writing, to the Business Administrator within 10 days of the mailing date of the Purchasing Agent's decision. A copy of the appeal shall be filed with the City Clerk. Upon appeal, the Business Administrator shall schedule a hearing of the appeal within 10 days following receipt of the appeal. At the appeal hearing the appellant or his or her legal counsel may present evidence in his or her behalf. The hearing shall be held in accordance with reasonable rules of due process. The appointed hearing officer shall file his or her decision and a statement of reasons for his or her decision with the City Clerk within 10 business days following the hearing.
- D. Emergency ~~{demolition}~~ contracts; procedure. The City of Jersey City shall follow the procedure set forth in N.J.S.A. 40A:11-6. {Any emergency demolition may, in the discretion of the Purchasing Agent, be turned over to the Jersey City Incinerator Authority pursuant to an agreement with said Authority. All other emergency demolition contracts shall be awarded as follows:
- ~~(1) Whenever there is a true legal emergency pursuant to law which would require the demolition of the building or structure, the Purchasing Agent shall forthwith solicit bids from contractors who perform such services.~~
 - ~~(2) The Purchasing Agent shall notify all prospective contractors to submit sealed bids to the Purchasing Agent at a specified time and place consistent with the emergency involved. Said contractor shall be advised to be present at the time and place specified, and all said sealed bids shall be opened at that time.~~
 - ~~(3) The Purchasing Agent shall also contact each Council member and advise him or her of the emergency and the time and place of the reception of the sealed bids. At least one Council member shall attend the reception of bids, and no bids shall be opened or received unless at least one Council member is present.~~
 - ~~(4) The Purchasing Agent shall then and there examine all the bids and shall award the contract to the lowest responsible bidder as defined in the Local Public Contracts Law and city ordinance.~~
 - ~~(5) The Purchasing Agent shall then prepare a proper resolution confirming and ratifying the award of said contract, which resolution shall be submitted to the Municipal Council at the next Municipal Council meeting after said contract has been awarded by the Purchasing Agent.~~

~~{6} As used within this section, the meaning of the term "Purchasing Agent" shall include the Demolition Coordinator and Demolition Contracts Administrator.}~~

E. Through I. No Change.

§3-51.1. Through §3-60.8. No Change.

§3-60.9. - Division of Internal Audit.

- A. Creation of the Division of Internal Audit. There is hereby created within the Department of Administration the Division of Internal Audit, the head of which shall be the Chief Auditor of the City. The authority of the Business Administrator over the Division of Internal Audit shall extend only to matters of budget, personnel and purchasing.
- B. Division of Internal Audit functions.
- (1) The Division of Internal Audit is hereby authorized to conduct an independent audit of the books and records of all administrative units of the city, independent agencies and other persons and organizations receiving moneys from the city directly or from grants by the federal or state governments. Independent agencies shall include but shall not be limited to the following:
- (a) The Bureau of Licenses.
 - (b) The Board of Adjustment.
 - (c) The Jersey City Board of Education.
 - (d) The Jersey City Housing Authority.
 - ~~{(e) The Jersey City Incinerator Authority.}~~
 - ~~{(f)(e) The Jersey City Free Public Library.}~~
 - ~~{(g)(f) Public Agency Compliance Office (PACO).}~~
 - ~~{(h) The Parking Authority.}~~
 - ~~{(i)(g) The Planning Board.}~~
 - ~~{(j)(h) The Jersey City Redevelopment Agency.}~~
 - ~~{(k)(i) [The Sewerage Authority] Jersey City Municipal Utilities Authority.}~~
- (2) Such audits of the aforesaid organizations and administrative units shall be conducted at the discretion of the Business Administrator.
- (3) Upon the completion of each audit the Division of Internal Audit shall furnish a copy to the Municipal Council, Business Administrator and to the unit which is the subject of the audit.

§3-60.10. Through §3-60.11. No Change.

- B. The following amendments to Chapter 3 (Administration of Government), Article X (Department of Housing, Economic Development and Commerce) are hereby adopted:

ARTICLE X

Department of Housing, Economic Development and Commerce

§3-72. Through §3-74. No Change.

§3-75. - Division of Construction Code Official.

A. Creation of the Division of Construction Code Official.

- (1) There is hereby created within the Department of Housing, Economic Development and Commerce the Division of Construction Code Official, the head of which shall be the Superintendent of Building.
- (2) The Superintendent of Building shall be the Construction Code Official pursuant to N.J.S.A. 52:27D-126.

B. Division of Construction Code Official; functions. Under the direction and supervision of the Director of Housing, Economic Development and Commerce, the Division of Construction Code Official shall:

- (1) Administer and enforce the State Uniform Construction Code and conduct the centralized issuance of permits and inspection services in accordance with N.J.S.A. 52:27D-119 et seq.
- (2) Administer and supervise the condemnation of properties in accordance with N.J.S.A. 40:48-2.3 et seq.
- (3) Supply a list of all condemned properties slated for demolition to the Division of Engineering ~~for the Incinerator Authority.~~
- (4) Coordinate the demolition of condemned properties with the Division of Engineering, duly licensed according to law.
- (5) Administer permits of street openings for the purposes of connecting residential dwellings to municipal sewer and water utilities in accordance with §296-20 thru 296-51.

§3-76. Through §3-82.3. No Change.

C. The following amendments to Chapter 287 (Solid Waste), Article I (Storage, Collection and Disposal) are hereby adopted:

ARTICLE I

Storage, Collection and Disposal

§287-1. No Change.

§287-2. - Definitions.

As used in this Article, the following terms shall have the meanings indicated:

ASHES – The residue from the burning of wood, coal or other combustible material.

CITY – The City of Jersey City, New Jersey.

DEMOLITION CONTAINER – A steel, watertight, roll-off container having a capacity of fifteen (15) to forty (40) cubic yards.

DIRECTOR – The Director of the Department of Public Works.

DIVISION - ~~[The Jersey City Incinerator Authority]~~ Jersey City Department of Public Works.

DUMPSTER - A steel, watertight refuse container equipped with a tight-fitting lid, having a capacity of 3/4 to eight cubic yards.

FOOD PEDDLER - Any mobile purveyor of prepared food and drink as licensed by the Division of Health under the provisions of the Jersey City Code governing itinerant eating and drinking establishments.

GARBAGE - Putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

HAZARDOUS WASTE - Includes but is not limited to:

- A. Waste which has been shown in scientific studies to have toxic, carcinogenic, mutagenic or tetrogenic effects on humans or other life forms.
- B. Waste classified as hazardous under one or more of the following hazard codes: volatile waste, corrosive waste, reactive waste, exotic waste, acute hazardous waste and toxic waste.

~~[INCINERATOR AUTHORITY - The Jersey City Incinerator Authority.]~~

LITTER - Any item of a solid or liquid nature which, when it is deposited, placed or falls upon the ground:

- A. Would, of itself, cause an unsightly, dirty, unsanitary or dangerous condition.
- B. Would add to or cause an accumulation of an unsightly, dirty, unsanitary or dangerous nature.
- C. Could, if other items are added to it, form an accumulation of an unsightly, dirty, unsanitary or dangerous nature.

MEDICAL WASTE - As defined in the Comprehensive Regulated Medical Waste Management Act (N.J.S.A. 13:1E-48.1 et seq.).

PERSON - Any person, firm, partnership, association, company or organization of any kind.

RECEPTACLE - Includes both refuse containers and plastic bags.

REFUSE - Putrescible and nonputrescible solid wastes (except body wastes), including garbage, rubbish, street cleanings, dead animals, abandoned automobiles and solid market and industrial wastes.

RUBBISH - Nonputrescible solid wastes (excluding ashes), consisting of both combustible and noncombustible wastes such as paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery and other materials.

SWILL - A semiliquid waste consisting of food scrap and liquids.

§287-3. Through §287-6. No Change.

§287-7. - Precollection procedures.

- A. Ashes shall be soaked in water and placed in receptacles separate from those used for garbage and rubbish.
- B. Wet rubbish and garbage shall be drained of all liquids and wrapped in paper before being placed in receptacles for collection.

- C. Tree trimmings, hedge clippings, lumber and similar material shall be cut to lengths not to exceed four feet each and securely tied in bundles not more than two feet thick.
- D. Objects which because of their size or shape do not fit into refuse containers or whose weight exceeds 60 pounds shall be placed out for collection only at such places and at times designated by appointment made with the ~~Incinerator Authority~~ Jersey City Department of Public Works. Doors shall be removed from stoves, ovens, refrigerators and other items which have locking doors.
- E. Newspapers, boxes, cartons and crates shall be collapsed and securely tied in bundles not to exceed two feet in length, height and width and kept separate from other refuse.
- F. Fluorescent and mercury lamps shall be securely and completely wrapped in cardboard or heavy wrapping paper. The words "fluorescent lamp" shall be written on the outer wrapping in large, clear letters.
- G. Hazardous waste. All generators of hazardous waste must ensure that all storage handling and disposal criteria are met and in accordance with all applicable local and state statutes and regulations.
- H. Medical waste. All generators of medical waste must ensure that all storage handling and disposal criteria are met and in accordance with all applicable local and state statutes and regulations.

§287-8. - Refuse receptacles, approved containers and plastic bags.

- A. There shall be provided for each premises disposable plastic bags or refuse containers sufficient in size and number to hold the refuse accumulating between collections.
- B. If plastic bags are used they shall be waterproof and capable of holding their contents without leakage, spillage or tearing. Plastic bags containing refuse shall be kept securely sealed or tied so as to prevent leakage or spillage. No plastic bag may be used for the disposal of refuse which contains the words "Asbestos" or "Bio-Hazardous" or any similar markings or logo. The city or its designated contractor may refuse to collect any refuse contained in bags so labeled or marked.
- C. Refuse containers shall not be smaller than 10 gallons nor larger than 32 gallons and shall be constructed of material capable of holding refuse without leakage or spillage. Refuse containers shall be provided with handles so as to be suitable for collection by one person.
- D. Refuse containers which do not conform to this article or which have ragged or sharp edges or any defect likely to injure or hamper the person collecting their contents shall be immediately replaced upon notice to the owner, tenant or occupant of the premises by any member of the Jersey City ~~Incinerator Authority~~ Jersey City Department of Public Works. The ~~Incinerator Authority~~ Jersey City Department of Public Works may refuse collection of any container or plastic bag which weighs more than 60 pounds or which has not been replaced upon notice.
- E. Refuse containers containing refuse shall be kept tightly closed between collections.
- F. No person may use a refuse receptacle, dumpster or demolition container for refuse storage or collection without the consent of the owner thereof.
- G. Refuse containers shall not be filled higher than four inches from the top edge.

- H. Refuse receptacles shall be stored only in areas designated for storage between collections. They shall be placed adjacent to the curb in front of the premises or other area designated for collection no earlier than 7:00 p.m. on the day before collection and shall be promptly returned to the storage area upon collection. Refuse receptacles shall not be stored in front of buildings or houses between collections. No one shall place refuse on the sidewalk or in front of any premises for private collection between the hours of 12:00 midnight and 5:00 a.m. Between the hours of 5:00 a.m. and 8:00 p.m. no one shall place refuse on the sidewalk or in front of any premises for private collection more than one hour before the scheduled time of collection.
- I. Itinerant food peddlers shall provide refuse receptacles in readily accessible locations for the use of customers. Receptacles shall be emptied as often as necessary to prevent spillage of refuse and shall be removed upon changing locations.

§287-9. Through §287-10. No Change.

§287-11. - Disposal of hazardous refuse.

- A. Hazardous refuse shall not be placed in receptacles for regular collection but shall be disposed of in accordance with laws and regulations of the United States of America and of the State of New Jersey at the expense of the owner or possessor thereof. Whenever federal or state law does not apply, the ~~[Incinerator Authority]~~ Jersey City Department of Public Works shall specify the manner of storage and disposal, except as otherwise directed by this article.
- B. Dead animals and clothing, bedding and other refuse from homes or other places where infectious or contagious disease have prevailed shall be removed under the supervision and direction of the City Health Officer. Such refuse shall not be placed in containers for regular collection.
- C. Ammunition, military ordinance, firearms and dangerous weaponry shall not be placed out for collection with any garbage or rubbish. Such items shall be referred to the Director of Public Safety for direction as to disposal.

§287-12. Through §287-29. No Change.

§287-30. - Enforcement.

In enforcing this article the Municipal Court shall utilize the form of summons issued by the administrative office of the courts.

§287-31. - Persons authorized to enforce provisions.

This article may be enforced by ~~[agents of the Jersey City Incinerator Authority,]~~ police officers, agents of the Division of Parking Enforcement employed as law enforcement officers and Neighborhood Managers appointed by the Director of the Department of Neighborhood Improvement and by the Director of the Jersey City Department of Public Works or their designees. Anyone authorized to enforce this section may sign and issue a complaint and summons upon a defendant in accordance with New Jersey Court Rule 7:3-1.

- D. The following amendments to Chapter 287 (Solid Waste), Article II (Uniform Packaging Practices) are hereby adopted:

ARTICLE II
Uniform Packaging Practices

§287-32. Through §287-37. No Change.

§287-38. - Enforcement.

The provisions of this Article shall be enforced by the ~~Jersey City Incinerator Authority~~ Jersey City Department of Public Works and the Health Officer, which shall designate inspectors empowered to issue complaints for violations of this Article in accordance with the rules governing the courts of the State of New Jersey.

§287-42. - Source separation; exemption from source separation requirements.

- A. Mandatory source separation: It shall be mandatory of all persons who are owners, tenants, or occupants of residential and non-residential premises located within the municipality of the City of Jersey City to separate designated recyclable materials from all solid waste. Designated recyclable materials shall be deposited separated and apart from other solid waste generated by the owners, tenants, or occupants of such premises and shall be placed separately at the curb in a manner and on such days and times as may be hereinafter established by regulations promulgated by the City of Jersey City or the ~~Jersey City Incinerator Authority~~ Jersey City Department of Public Works.
- B. Exemptions: Pursuant to N.J.S.A. 13:1E99.16(d), the governing body of a municipality may exempt persons occupying commercial or institutional premises within its municipal boundaries from the source separation requirements of the ordinance which requires persons generating municipal solid waste within its municipal boundaries to source separate from the municipal solid waste stream, the specified recyclable materials if those persons have otherwise provided for the recycling of all designated recyclable materials. To be eligible for an exemption pursuant to this Chapter, a commercial or institutional generator of solid waste shall file an application for exemption with the municipal recycling coordinator on forms to be provided for this purpose. The form shall include, at a minimum, the following information: the name of the commercial or institutional entity; the street address location and lot and block designation; the name, official title and phone number of the person making application on behalf of the commercial or institutional entity; the name, address, official contact person and telephone number of the facility which provides the service of recycling those designated recyclable materials, and a certification that the designated recyclable materials will be recycled, and that, at least on an annual basis, said recycling service provider shall provide written documentation to the municipal recycling coordinator of the total number of tons collected and recycled for each designated material.

§287-53. - Diversion requirement adjustment.

- A. Application: If the owner of an entity carrying out a covered project experiences circumstances that make it infeasible to comply with the diversion requirement cited in this Ordinance, the owner of the entity may apply to the municipal building department and/or the municipal recycling coordinator for an adjustment. The owner shall indicate in writing why it is infeasible to divert fifty percent (50%) of the materials being generated from the covered project and specify what percentage of diversion could be achieved. Increased costs to the owner of the entity carrying out the covered project will not be an acceptable justification for an adjustment.
- B. Review: The municipal building department and/or the municipal recycling coordinator shall review the information supplied by the owner. If warranted, the municipal recycling coordinator shall attempt to contact the owner to discuss possible ways of meeting the diversion requirement.
- C. Granting of an adjustment: If the municipal building department and/or the municipal recycling coordinator determines that it is infeasible for the entity carrying out a covered project to divert fifty percent (50%) of the generated C&D debris from the covered project, the percent of diversion required shall be adjusted. The owner shall be notified in writing of the adjusted diversion requirement. The

owner of the entity carrying out the covered project shall be required to divert the percent of C&D debris required by the adjustment.

- D. Denial of adjustment: If the municipal building department and/or the municipal recycling coordinator determine that it is feasible for the owner of an entity carrying out a covered project to meet the diversion requirement cited in this Ordinance, the owner shall be notified in writing of the denial of the diversion requirement adjustment.
- E. Adjustment from the fifty percent (50%) diversion requirement shall be granted by the ~~Jersey City Incinerator Authority~~ Jersey City Department of Public Works as well as any private entity performing a demolition which needs to be performed on an emergency basis with notification and approval of the Construction Official, Fire Official or Health Officer.

§287-57. - Enforcement.

The Code Enforcement Official, the Department of Public Safety, the ~~Department~~ Division of Health, ~~the Jersey City Incinerator Authority~~ Jersey City Department of Public Works, the Recycling Coordinator, the Property Maintenance Official, the Housing Officer, Hudson Regional Health Commission and the Hudson County Improvement Authority are hereby individually and severally empowered to enforce the provision of this Ordinance. The respective enforcing official may, in his or her discretion, post warning notice stickers for a first offense. An inspection may consist of dumping and opening of solid waste bags and containers to detect, by sound or sight, the presence of any recyclable material.

- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing Code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: New material is underlined; deleted matter in ~~brackets~~.
For purposes of advertising only, new matter is indicated by **boldface**
and repealed matter by *italic*.

SS/he
10/17/16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE / RESOLUTION FACT SHEET – NON-CONTRACTUAL

Full Title of Ordinance/Resolution

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) AND CHAPTER 287 (SOLID WASTE) TO: (1) REASSIGN THE ENFORCEMENT OF CERTAIN SOLID WASTE AND ENVIRONMENTAL ORDINANCES FROM THE JERSEY CITY INCINERATOR AUTHORITY TO THE DEPARTMENT OF PUBLIC WORKS; AND (2) DELETING REFERENCES WHERE APPROPRIATE TO THE JERSEY CITY INCINERATOR AUTHORITY, JERSEY CITY SEWERAGE AUTHORITY, JERSEY CITY PARKING AUTHORITY

Initiator

Department/Division	Law Department	
Name/Title	S. Shah, Esq.	Asst. Corporation Counsel
Phone/email	201-547-6572	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

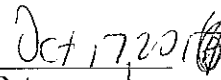
Ordinance / Resolution Purpose

The original purpose of the ordinance was to transfer the enforcement of certain ordinances from the defunct JCIA to DPW. We extended the scope to include deletions of references to JCIA, JCPA and others.

The Acting Director will appear to answer any questions.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date